



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

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Matter of: Global Associates, Ltd.

File: B-275534

Date: March 3, 1997

Ross W. Dembling, Esq., and Craig A. Holman, Esq., Holland & Knight, for the protester.

Alan D. Groesbeck, Esq., Department of Agriculture, for the agency.

John L. Formica, Esq., and James A. Spangenberg, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest that the contracting agency unreasonably evaluated the protester's and awardee's proposals under certain of the technical evaluation criteria is denied where the record shows that the evaluation was reasonable; the protester's mere disagreement does not render the agency's judgment unreasonable.
2. A price/technical tradeoff analysis in which the agency quantified in dollars certain technical differences between the awardee's proposal, which received a near perfect rating, and the lower-rated protester's proposal based on costs associated with the protester's predecessor contract, did not give undue weight to one evaluation criterion--past performance--and was not otherwise inconsistent with the solicitation's evaluation criteria.

DECISION

Global Associates, Ltd. protests the award of a contract to Enviro-Management & Research, Inc., (EMR) under request for proposals (RFP) No. WO-96-02, issued by the Forest Service, Department of Agriculture, for writing, editing, and other services in support of the Forest Service's publications program. Global argues that the agency improperly evaluated the proposals and failed to perform a reasonable or proper price/technical tradeoff.

We deny the protest.¹

The RFP, issued as a total small business set-aside, provided for the award of a fixed-price requirements contract for a base period of 1 year with four 1-year options. The contractor will be required to furnish, among other things, editing, manuscript preparation, proofreading, writing, and drawing services. The RFP requested the submission of technical and cost/price proposals, and provided detailed instructions for their preparation. Among other things, the RFP provided an estimate of the services to be ordered for a 12-month period, and requested that proposals describe "how the project is to be organized, staffed and managed." Offerors were also required to complete a detailed price schedule based upon the estimated quantities of work set forth in the RFP.

The solicitation stated that award would be made to the responsible offeror whose offer, conforming to the solicitation, represented the best value to the government. The RFP stated that since the agency was more concerned with obtaining superior technical and management features, technical merit was more important than price. The solicitation listed the following technical evaluation criteria in descending order of importance:

1. Corporate experience
2. Past experience on similar projects
3. Project management
4. Personnel qualifications and experience
5. Familiarity with government publishing standards and regulations.

The agency received eight proposals by the RFP's closing date of January 25, 1996. The proposals were evaluated by a technical evaluation team (TET), and the proposals of Global, EMR, and Grammarians, Inc., were included in the competitive range. Written discussions were conducted, and best and final offers (BAFO) were received and evaluated. The agency determined that Grammarians's proposal represented the best value to the agency and made award to that firm.

Global, the incumbent contractor, filed protests with our Office on April 8 and May 20, 1996, contending, among other things, that the agency had engaged in improper post-BAFO discussions with Grammarians. In Global Associates, Ltd., B-271693; B-271693.2, August 2, 1996, 96-2 CPD ¶ 100, we sustained Global's

¹A hearing was held in the protest pursuant to section 21.7 of our Bid Protest Regulations, 61 Fed. Reg. 39039, 39045 (1996) (to be codified at 4 C.F.R. § 21.7), at which certain of the issues raised were addressed by the parties. Our conclusions are based on the testimony at the hearing as well as the written submissions of the parties.

protests because the record demonstrated that the agency had held improper post-BAFO discussions with only Grammarians; we recommended that the agency reopen discussions and request new BAFOs.

In response to our recommendation, the agency reopened discussions on September 9, addressed certain questions to the offerors, disclosed the total prices proposed by each offeror in their previously submitted BAFOs, and requested that Global, EMR, and Grammarians submit BAFOs by September 13. Each of the three offerors submitted BAFOs by the September 13 due date. On October 7, the agency notified the three offerors that the September 9 request for BAFOs had "included incorrect prices for the offerors in the competitive range" and advised the offerors of the correct prices; this notice also posed written discussion questions to each of the offerors and requested that BAFOs be submitted by October 11. Each of the three offerors again submitted BAFOs.

Global's BAFO was rated at 88 out of 120 points at an evaluated price of \$791,822, EMR's BAFO was rated at 113 points at an evaluated price of \$1,011,833, and Grammarians's BAFO was rated at 89 points at an evaluated price of \$1,018,979. The agency determined that EMR's proposal represented the best value to the government, and made award to that firm on November 13.

Global argues that its proposal was unreasonably evaluated under the personnel qualifications and experience evaluation criterion as to the qualifications of its proposed project manager, and under the project management evaluation criterion with regard to the availability of its proposed project manager and other proposed personnel and Global's ability to perform simultaneous projects.

The evaluation of technical proposals is a matter within the discretion of the contracting agency because the agency is responsible for defining its needs and the best method of accommodating them. Metrica, Inc., B-270086; B-270086.2, Feb. 8, 1996, 96-1 CPD ¶ 135. In reviewing an agency's evaluation, we will not reevaluate proposals, but instead will examine the agency's evaluation to ensure that it was reasonable and consistent with the solicitation's stated evaluation criteria. Decision Sys. Technologies, Inc.; NCI Information Sys., Inc., B-257186 et al., Sept. 7, 1994, 94-2 CPD ¶ 167. A protester's mere disagreement with the agency does not render the evaluation unreasonable. McDonnell Douglas Corp., B-259694.2; B-259694.3, June 16, 1995, 95-2 CPD ¶ 51.

With regard to the project manager's qualifications, the RFP required that proposals include "resumes of each key person assigned to this project, including the project manager," and set forth the standards against which each offeror's proposed key personnel would be evaluated; the RFP stated that "the standards for the [p]roject [m]anager are defined in the U.S. Office of Personnel Management (OPM)

Handbook X-118 Qualification Standards for Positions under the General Schedule, GS-1082-13 Writing and Editing Series."

The TET determined during its evaluation of proposals that Global's proposed project manager did not meet the evaluation standards set forth in the RFP, in that she did not appear to have the appropriate writing and editing skills and experience. The agency requested during discussions that Global "provide evidence that the [p]roject [m]anager meets the [OPM] Management Handbook X-118 Qualification Standards for Positions Under the General Schedules, for GS-1082-13, Writing and Editing Series, which is a requirement of the RFP." In response, Global provided a statement that its proposed project manager "fully meets, and in fact exceeds, the minimum qualifications" for the project manager as set forth in the RFP, a table purporting to demonstrate that this was the case, and a reference to the project manager's resume provided in Global's initial proposal.

The TET reviewed Global's response, and again concluded that, despite Global's claim to the contrary, its proposed project manager did not meet the RFP's evaluation standard for that position. The contracting officer reviewed the TET's conclusions, and to ensure their accuracy, forwarded the materials submitted by Global concerning the qualifications of its proposed project manager to a Forest Service Personnel Management Classification Specialist. The classification specialist found, consistent with the determination of the TET, that Global's proposed project manager did not meet the OPM standards referenced in the RFP. For example, the specialist found that although Global's proposed project manager "has experience in publication production" in that she "currently manages complete publication production for all Global clients . . . her writing-editing experience is thin." The specialist noted that the proposed project manager [DELETED]. The specialist noted that, in contrast, the OPM standards referenced in the RFP require "knowledge of a broad range of sources of pertinent information, and the skill to analyze and present the information gathered." According to the OPM standards, "[w]riters and editors use this knowledge to gather and verify facts; to write or edit materials, such as reports, articles, pamphlets, scripts, or speeches; and to develop and present factual information that is clear and meaningful to the intended audience." The specialist submitted her findings to the TET, and the TET ultimately rated Global's proposed project manager as 0 out of 6.67 available points.

Global argues that the agency's evaluation was unreasonable because its proposed project manager is "the same [p]roject [m]anager that has performed successfully on the predecessor contract and whose qualifications have never been previously challenged by the Forest Service." In this regard, Global claims, without any substantive explanation beyond referencing her experience under the predecessor contract, that the proposed project manager "fully meets, and in fact easily exceeds,

the minimum qualifications for GS-1082-13, Writing and Editing Series, based on 19 years of substantive and relevant experience in increasingly responsible positions."²

Based on our review of the record, we cannot conclude that the agency acted unreasonably in rating Global's proposed project manager as 0 out of 6.67 points. The information submitted by Global during the course of the procurement (and this protest) simply does not evidence that Global's proposed project manager has the experience or education necessary to be considered a writer/editor under the OPM standards referenced in the RFP. With regard to the project manager's performance on the predecessor contract, the agency points out that the solicitation under which that contract was awarded did not provide that the qualifications of proposed project managers would be evaluated against the OPM standards referenced in this RFP, and accordingly, did not provide that the project manager possess the writing/editing skills referenced here. The agency notes that the OPM standards were included in this solicitation because the scope and complexity of the work required has changed dramatically, and that a project manager with certain writing and editing skills would be better able to manage the contract with higher quality products being provided to the agency. Because the education and experience requirements for, and the responsibilities associated with, the project manager position under the predecessor contract did not require that the project manager possess significant writing and editing skills, and thus differ from the education and experience requirements referenced in the project manager evaluation standard set forth in this RFP, the fact that Global's proposed project manager filled the project manager position under the predecessor contract does not render the evaluation unreasonable.³

²Global apparently protests that although the RFP required that each offeror propose a project manager, the agency was actually seeking "another full-time [s]enior [w]riter-editor." The agency's desire that proposed project managers possess significant writing and editing skills was, as indicated above, clear from the face of the solicitation. As such, to the extent Global protests that the RFP was flawed in that the proposed project managers should not have been evaluated against a standard requiring writing and editing skills, its protest on this basis is untimely and will not be considered because it was not filed prior to the time for receipt of proposals. Bid Protest Regulations, § 21.2(a)(1), 61 Fed. Reg. 39039, 39043 (1996) (to be codified at 4 C.F.R. § 21.2(a)(1)).

³Global also complains that the contracting officer, in forwarding the materials submitted by Global to the personnel specialist, never specifically informed the specialist that Global's proposed project manager had served as the project manager on the predecessor contract. However, the project manager's experience on the
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Global contends that because the TET initially found Global's proposed project manager qualified and rated her at 5 out of 6.67 points, the "only rational explanation and the only appropriate inference to be made is that the Forest Service unduly contorted the evaluation to avoid an award to Global." Prejudicial motives will not be attributed to contracting officials on the basis of unsupported allegations, inference, or supposition. McDonnell Douglas, Corp., supra. In any event, an agency may properly revise its technical ratings during the conduct of a procurement where, as here, the revisions are reasonably based, Hines/Mortenson, B-256543.4, Aug. 10, 1994, 94-2 CPD ¶ 67, and, as discussed above, the agency's ultimate evaluation of Global's proposed project manager was reasonable and in accordance with the relevant evaluation criterion.

The protester argues that the agency's evaluation of its proposal under the project management evaluation criterion, under which its proposal received 15 out of 25 available points, was unreasonable. For example, Global argues that the agency unreasonably determined that Global's BAFO was unclear as to the availability of its project manager and Global's ability to perform simultaneous projects. Global points out, with regard to its ability to handle simultaneous projects, that it "proposed [DELETED] senior writer/editors [DELETED] ([DELETED] percent available) to the Forest Service contract" and "[DELETED] proposed and reserve writer/editors," for which it was downgraded, while EMR's proposal received almost a perfect score under this evaluation criterion, even though EMR proposed only [DELETED] writer/editors committed to the contract for [DELETED].

The TET found that the individual proposed as Global's project manager was also [DELETED]. The TET thus found Global's proposal unclear as to the proposed project manager's availability to fill that position when needed. The agency also was confused as to Global's staffing plan for senior writer/editors, because the individuals proposed for these positions were listed, without further explanation, as part of either a "dedicated" or "resource" team, each with an "availability" of "[DELETED]%." During discussions, the agency thus informed Global that based

³(...continued)

predecessor contract was not clearly defined on her resume, even though Global was specifically requested during discussions to provide "evidence that [its] [p]roject [m]anager meets the [OPM standards]." In any event, given that the project manager's performance under the predecessor contract did not, as evidenced by the record, involve completion of any significant writing and editing work, we fail to see why the personnel specialist's conclusion that the project manager did not meet the OPM standards would have changed had she been informed that the proposed project manager had served as the project manager under the predecessor contract.

upon its evaluation, "[DELETED]." The agency requested that Global "elaborate" on this aspect of its staffing plan. The agency also asked, with regard to the staffing of senior writer/editors, that Global "[e]xplain how the dedicated team will provide editing and quality assurance on every job and simultaneous work." The agency added here that Global should "[d]escribe the course of action that will be taken if work requests exceed editorial and quality assurance editors."

Global provided the following response, in relevant part, to the request for elaboration as to its project manager's availability:

"[The project manager] is available to work on this contract [DELETED] percent of her time [The project manager's] 'availability' of [DELETED] percent (as with the availability of all our people) does not, of course, imply that they will be committed for 2080 hours each year to work nor does the anticipated work level support this. In fact, [the project manager's] record of work hours actually performed shows a level of commitment with uncompensated overtime which would provide sufficient margin for her to perform [DELETED] of such an interpretation of the 'availability' criterion used Thus, the statement of her 'availability' [DELETED] percent of the time' is correct."

With regard to the availability of its proposed senior writer/editors, Global again provided a table listing [DELETED] of its senior writer/editors as part of the "dedicated team" with "availability" of "[DELETED]%", and [DELETED] senior writer/editors as part of the "resource team" with "availability" also listed as "[DELETED]%." Global also provided a table depicting its document and publications staff by name and title only, and a table depicting its proposed key and non-key personnel by name, title, and years at Global and years on Forest Service work.

The agency, still concerned as to the "availability" of Global's proposed staff, including its project manager, to perform the contract in accordance with the statement of work, informed Global when discussions were reopened that the agency "would better understand [Global's] proposed staffing plan if [Global] provided an organizational chart that reflects the actual job titles and hours available to the contract of all personnel."

Global responded in its BAFO by providing a table depicting its proposed key and non-key personnel by name, title, and "percent of time available for this contract" only, without any reference to availability in terms of hours, and a table depicting its proposed document and publications staff by name and title, without any reference to availability whatsoever.

The TET thus downgraded Global's proposal here because, among other things, the TET concluded that Global's proposal remained unclear as to the actual number of hours that Global's project manager and writer/editors would be available to perform the work required under the contract, and, as a consequence, as to Global's ability to perform simultaneous work. In this regard, the TET found that the tables provided by Global in its BAFO did "not alleviate [the TET's concerns] as to who would be available and to what extent," and determined that Global had never adequately "delineated/defined" the "[r]oles of [the] 'dedicated' vs. 'resource' team[s]."

In our view, the record supports this aspect of the agency's evaluation of Global's proposal. Despite the agency's repeated requests, Global never clarified the meaning of its statements regarding the project manager's or writer/editors' availability (expressed by Global in percentages of their time), or of the designation that certain of its personnel were part of a "dedicated" team and others were part of a "resource" team. That is, we agree with the agency that Global never clearly stated which individuals would be available to perform the work required and for how many hours per week, month, or year. This lack of clarity in Global's proposal, considered in conjunction with Global's failure to comply with the agency's relatively simple request that Global furnish an organizational chart depicting its proposed personnel by title and hours committed to the contract, was reasonably viewed by the agency as cause for concern regarding Global's ability or commitment to perform the work required. Accordingly, we find that the agency reasonably downgraded Global's proposal under the project management evaluation criterion.⁴

Moreover, contrary to the protester's assertion, the agency's evaluation of EMR's proposal under this evaluation criterion was consistent with its evaluation of Global's proposal. First, as mentioned above, EMR's proposal clearly stated which of its proposed personnel were committed to the contract and for how many hours per week. The merits of EMR's approach to project management could therefore be

⁴Global also protests that its proposal was improperly downgraded under the project management evaluation criterion with regard to its proposed skill mix, or in the alternative, that the agency failed to conduct meaningful discussions with it concerning this aspect of its proposal. Because the record reflects that Global was not significantly downgraded for this problem since the agency identified Global's skill mix as only one of a number of weaknesses under the relevant portion of the project management evaluation criterion, we fail to see how the agency's having raised this point during discussions or not considering it as a weakness would have had any impact on the agency's ultimate decision to award the contract to EMR. As such, we need not consider these issues on the merits. McDonnell Douglas Corp., supra.

readily evaluated by the agency, whereas the merits of Global's proposal, because of its failure to clarify these relatively fundamental points, could not. Under these circumstances, we cannot conclude that the agency acted unreasonably in finding EMR's firm commitment of [DELETED] writer/editors for a minimum of [DELETED] more desirable than Global's proposed approach, which failed to provide any firm commitment or specific statement as to the number of hours its proposed writer/editors would be available to perform the contract.

Global protests that agency's evaluation of EMR's proposal overall, arguing that the evaluation, which resulted in EMR's final BAFO receiving 113 out of 120 available points, must have been unreasonable in light of the far lower rating that EMR's initial proposal and BAFO received (on which the previous award selection was based). However, despite having access under our protective order to, among other things, EMR's proposal and the agency's evaluation documentation, Global, in its comments on the agency report, does not substantively respond to the propriety of the agency's evaluation of EMR's proposal. Rather, the protester simply continues to assert in general terms, without any reference to any aspect of EMR's proposal or the agency's evaluation, that the evaluation of EMR's proposal must have been unreasonable because of the relatively low rating EMR's initial proposal and BAFO received in comparison with the high rating its final BAFO received. Global's challenge to this aspect of the agency's evaluation constitutes, at best, its mere disagreement with the evaluation results, and as such, does not provide a basis to find the evaluation unreasonable. Metrica, Inc., supra; McDonnell Douglas Corp., supra.

Global also challenges the price/technical tradeoff that resulted in the selection of EMR's higher-rated, higher-priced proposal for award, contending that insufficient consideration was given to Global's low price, and too much consideration was given to Global's past performance under the predecessor contract.

Award may be made to an offeror submitting a higher-rated, higher-priced proposal where the award decision is consistent with the evaluation and source selection criteria and the agency reasonably determines that the technical superiority of the higher-priced offer outweighs the price difference. Sabreliner Corp., B-242023; B-242023.2, Mar. 25, 1991, 91-1 CPD ¶ 326. Source selection officials have broad discretion in making such determinations, and the extent to which price may be sacrificed for technical merit, or vice versa, is limited only by the requirement that the tradeoff decision be reasonable in light of the established evaluation criteria and source selection scheme. Rockwell Int'l Corp., B-261953.2; B-261953.6, Nov. 22, 1995, 96-1 CPD ¶ 34.

The agency's price/technical tradeoff analysis recognized that EMR's proposal's near perfect score represented a significant technical advantage over Global's lower-rated, lower-priced proposal. The agency identified and discussed the particular

weaknesses in Global's proposal, as compared to the strengths in EMR's proposal, under the various evaluation criteria. The agency was generally concerned that Global's

"plan of work relative to how the work will be assigned, how it will flow, how they will handle simultaneous work, quality of their resources, and how they will handle quality control did not assure [the agency] that [Global] could perform better than they have in the past or better than EMR."

The price/technical tradeoff also identified "non-quantifiable values of awarding to EMR" and "quantifiable values of awarding to EMR" under the specific evaluation criteria.⁵ The "quantifiable values of awarding to EMR" expressed in dollars the evaluated differences in the proposals with regard to particular identified advantages and disadvantages under the project management, corporate experience, and personnel qualifications evaluation criteria. For example, the price/technical tradeoff analysis stated, with regard to the project management evaluation criterion, that "[a] well-organized staff [as was depicted in EMR's near perfect proposal] will allow for work to be produced in a more efficient manner," and that the

"[c]ost to the [g]overnment as a result of rescheduling projects because of poor organization in the last year of [Global's] contract is estimated to be \$[DELETED], which over a 5-year period equates to \$[DELETED]."⁶

In other words, the agency determined that the technical differences between the proposals in this area was worth \$[DELETED] in favor of EMR.

Global argues that the quantifications set forth in the price/technical tradeoff analysis evidence that the agency "conducted its 'best value' analysis not by comparing the relative merits of the two offerors' proposals, but instead by comparing EMR's proposal to Global's performance during the last year of the

⁵For example, the agency found as a non-quantifiable value that, with regard to past performance, it received "more favorable comments relating to [EMR's] editing and graphics ability, which is the crux of this contract."

⁶The price/technical trade-off analysis details how the agency arrived at the \$[DELETED] figure, and similarly explains how the agency calculated each of the quantified benefits in determining to award the contract to EMR. Because Global does not challenge the specific dollar values calculated by the agency in performing this analysis, the calculations need not be detailed here.

incumbent contract.⁷" Global contends that any focus on its past performance under the predecessor contract under each of the evaluation criteria was inconsistent with the RFP evaluation scheme, which identified past performance as only one of five evaluation criteria.

We disagree. The quantifications were not based upon the agency's evaluation of the relative merits of EMR's proposal with Global's past performance on the predecessor contract. Rather, they were based upon a comparison of the relative merits of EMR's and Global's proposals, in areas where Global's proposed approach to performance was substantially similar to its actual performance under the predecessor contract.

For example, as discussed above, the agency compared the relative merits of EMR's and Global's proposals under the project management evaluation criterion, under which EMR's and Global's proposals were rated at 24 and 15, out of 25 points, respectively. The agency noted that, among other things, EMR's proposal depicted a firm that was well-organized with a clearly delineated hierarchy, whereas Global's organizational structure was not clearly defined. Since the agency found that Global's proposed approach to project management was substantially similar to the management structure it operated under in performing the predecessor contract, the agency simply relied on its experience with Global to determine what acceptance of what Global proposed would cost the government vis-a-vis what the cost of EMR's proposal would be.

Under the circumstances, we cannot conclude that the portion of the agency's price/technical tradeoff analysis which quantified the relative technical merits of the proposals was inconsistent with the RFP or gave too much weight to past performance. Although Global generally states that its technical approach is substantially different from its approach under the predecessor contract, the only specific example cited is Global's proposed addition of a number of writer/editors--as discussed above, this was offset by Global's failure to provide any commitment as to the number of hours its proposed writer/editors would be available. Global does not deny that its management approach, which was found to be poorly

⁷Global contends that its problems under the predecessor contract have been exaggerated by the agency and notes that it received a relatively high rating for past performance (25 of 30 points).

organized, is substantially similar to that used under the predecessor contract, and Global is obviously using the same project manager.

The protest is denied.

Comptroller General
of the United States